

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Iteris, Inc. with an address at 801 S. Grand Ave. Suite 750, Los Angeles, CA 90017 (hereafter CONTRACTOR or Iteris) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Alex Tuttle at phone number 805-568-2000 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Deepak Kaushik at phone number 213-802-1715 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by email, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Alex Tuttle County of Santa Barbara Planning and Development 123 East Anapamu Street Santa Barbara, CA 93101 atuttle@countyofsb.org
To CONTRACTOR:	Deepak Kaushik Iteris, Inc. 1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705 djk@iteris.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on December 17, 2024, and end performance upon completion, but no later than December 31, 2026, unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid

taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by

COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with subcontractors identified in this Agreement or any Statement of Work so long as the subcontractor is expressly identified. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor(s) all rights for COUNTY in this Agreement, including audit rights.

34. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided by COUNTY may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.
- B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

35. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to the Statement of Work (time frame and mutually agreeable Statement of Work changes which will not result in a change to the total Agreement amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

36. NEWS RELEASES/INTERVIEWS

CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY'S responsible personnel. P&D will be the primary contact for direct communication with the public, including the communications media.

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Iteris, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

COUNTY OF SANTA BARBARA:

Mona Miyasato
County Executive Officer
Clerk of the Board

Steve Lavagnino

By: Sheila LaGuerra
Deputy Clerk

By: Steve Lavagnino
Chair, Board of Supervisors
Date: 12-17-24

RECOMMENDED FOR APPROVAL:
Planning & Development Department

CONTRACTOR:
Iteris, Inc.

By: Lisa Plowman
Department Head
Lisa Plowman
Director, Planning & Development

Digitally signed by Lisa Plowman
DN: cn=Lisa Plowman, o=Planning & Development,
ou=1090, email=lplowman@cosb.santa-barbara.ca.us,
c=US
Date: 2024.11.18 14:54:05 -0800'

By: Steven Bradley
Authorized Representative
Name: Steven Bradley, PE
Title: Regional Vice President, Pacific

Digitally signed by
Steven Bradley
Date: 2024.11.25
13:37:09 -08'00'

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA, CFPO
Auditor-Controller

By: Rachel Van Mullem
Deputy County Counsel

By: Betsy M. Schaffer
Deputy

Signed by:

Betsy M. Schaffer

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APPROVED AS TO FORM:
Risk Management

By: Greg Milligan
Risk Manager
Risk Management

Digitally signed by Greg
Milligan, Risk Manager
Date: 2024.11.22
09:42:43 -08'00'

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall provide the tasks and deliverables described herein in accordance with the timeline attached hereto and incorporated herein by reference (Exhibit A-1).

CONTRACTOR shall provide professional services in the areas of traffic modeling, transportation planning, and public engagement and outreach planning and implementation. The scope of work includes the following:

Task 1 – Data Collection

The technical components of this project will rely on various types of data. As an initial task, Iteris will prepare a Data Collection Methodology and Approach memorandum which will document Iteris' plan for acquiring data from the County (or other local agencies) as well as new data to be collected. The Data Collection Methodology and Approach memorandum will include a discussion of the following data components:

- Collision data;
- Peak hour intersection turning movement counts (which will include bicycle and pedestrian data);
- 24-hour roadway segment counts;
- Most recent Socio-Economic Data (SED) for base year and future year traffic model scenarios within unincorporated County areas;
- Transit ridership data; and
- Speed data.

The locations of new traffic counts (intersections and roadway segments) will be partially informed by review of traffic model growth projections. Given the constraint that not every intersection and segment in the County's unincorporated areas can be evaluated with this project; thus, Iteris will identify key locations where future growth is anticipated (and screen out locations where no or minimal growth is expected).

Iteris recently worked with the City of Santa Barbara to develop a new citywide model that incorporates buildout of the City's Housing Element. Thus, Iteris already has this land use data available in a format suitable to transfer to the appropriate model(s) as further discussed in Task 2. Iteris will submit the Data Collection Methodology and Approach memorandum to the County for review and comment. It is assumed that traffic count data will be collected by a 3rd party traffic count firm (to be determined), procured by Iteris.

Task 1 Deliverable

- Data Collection Methodology and Approach Memorandum

Task 2 – Traffic Modeling and Operations Analysis

This task includes the traffic modeling and traffic operations analysis components of the project. Based on discussions between Iteris and the County, a "hybrid" traffic modeling approach will be used. The scope in this Task 2 represents the traffic modeling efforts that will produce future roadway volume projections to support traffic operations at key intersections and roadways will be evaluated for determination of capacity constraints and suitable roadway classification.

Traffic Modeling/Forecasting

Iteris will use a “hybrid” approach to developing traffic forecasts, which will involve utilizing multiple travel-demand models from various agencies within the County. The purpose of using multiple models instead of the one Countywide model is to be able to capture detailed land use and circulation network assumptions in particular geographies which more accurately than the Countywide model. Specifically, the focused city models of the Cities of Goleta and Santa Maria will be used in combination with the latest SBCAG regional model:

- The Goleta Travel Model, developed for the City’s General Plan, is based on VISUM model software. One limitation of this model is that it is a single-mode, p.m. peak-period model that addresses auto travel only. This model will be used specifically for evaluation of traffic forecasts in the City of Goleta. Related to multi modal travel, Iteris will recommend how best to utilize SBCAG model forecasts in coordination with this model forecasts to post-process model outputs to obtain multimodal travel forecasts in Goleta.
- It is understood that the City of Santa Maria traffic model is currently in the process of being updated, thus Iteris will coordinate with the City and its traffic consultant in obtaining the correct version when it is available. This model will be used specifically for evaluation of traffic forecasts in the Orcutt area.

The current SBCAG model is validated to the year 2015, with interim year scenarios for 2020 and 2035, and a forecast year of 2050. Iteris staff, specifically Ms. Emerson-Martin, are very familiar with the components of this model. She is well aware of the capabilities, but also the limitations, of this model. In addition, she is also an expert in obtaining and applying models developed by others, regardless of the platform/software (VISUM, for example), for project needs. This expertise will be critical in ensuring consistency in the results used for informing the development of the updated Circulation Element. Iteris will utilize the SBCAG model in its current state, making minor modifications to enhance the multimodal forecasting capabilities. Iteris will interpolate land use between model years 2020 and 2035 to generate a year 2024-equivalent scenario. Other improvements will include to develop representative 2024 motorized and non-motorized networks. However, detailed validation of the year 2024 model with count data will not be completed.

- *As a note: At the time of executing this Agreement, it is understood that the SBCAG model is currently being updated, potentially with a validated year of 2020. If it is available during the course of this project, Iteris will utilize the updated model with the updated base and future years.*

The traffic modeling approach will be documented in a Traffic Modeling Methodology and Approach report. The report will describe the method for incorporating the multiple models, the method of interpolating data, any Transportation Analysis Zones (TAZ’s) affected by new future land use, and the approach to incorporating planned circulation improvement projects (such as the projects from the ATP and LRSP). As an early action item of this task, Iteris will set up a modeling discussion meeting with the City of Goleta, City of Santa Maria, and County of Santa Barbara to present our approach, discuss data needs, and go over any potential issues.

Traffic Operations

Based on the results of the traffic modeling, Iteris will prepare a traffic operations analysis at intersections and roadways throughout the unincorporated areas of the County. For cost estimating purposes, it is assumed that traffic operations analysis will be conducted at up to 100 intersections and 100 roadway segments. The exact locations will be determined through review of traffic model growth, collision history, the Active Transportation Plan (ATP) and Local Roadway Safety Plan (LRSP), and through coordination with the County. The locations will be chosen to spread out the intersection and roadway analysis locations to capture all community/area plan areas (within the unincorporated County area). It is estimated that 25 locations (of both intersections and segments) will be within the Orcutt area, 25 locations will be within the Eastern Goleta area, and the remaining 50 locations will be allocated throughout the remainder of the County.

Iteris will prepare a comprehensive Synchro network to evaluate intersections during peak hours. Iteris will build off the network and traffic analysis performed in the Santa Ynez Valley for the Traffic Circulation and Safety Study, completed in 2020. Roadway segment analysis will be analyzed using a daily volume to capacity ratio method, utilizing daily volumes. New traffic counts will be collected at all locations during a typical weekday, with local schools in session. Note that where daily roadway segment volumes are not collected (as part of the 100 locations), daily volumes will be supplemented through calculations from peak hour volumes at adjacent intersection legs (using a calculated k-factor) as required by the County.

Using the updated base year conditions, Iteris will prepare traffic forecasts for the future year, 2050 scenario. The traffic forecasts from the model will be “post-processed” for use in the traffic operations analysis. Using the post-processed volumes, the future traffic operations at intersections and roadway segments will be evaluated, noting any road user vulnerabilities and inefficiencies. In addition, any roadway segments showing excess available capacity in future conditions will be identified, as these will be locations that could potentially be repurposed for active transportation modes. The analysis process and results will be summarized in a Traffic Operations Analysis memorandum.

Task 2 Deliverables

- Traffic Modeling Methodology and Approach memorandum (draft and final);
- Traffic Model Validation/Calibration Report (draft and final);
- Traffic Operations Analysis memorandum (draft and final); and
- Traffic Model files.

Task 3 – Circulation Element Update

Iteris will lead the update of the Circulation Element, with support from CONTRACTOR’s subcontractor (Nelson Nygaard Consulting Associates, Inc. (Nelson\Nygaard)), using input from the traffic modeling and operations analysis results from Task 2, the ATP and LRSP, and the multimodal network planning discussed in Task 4. The new element will be created to be a public-facing document, consisting of colorful graphics and content that is easily digestible by non-technical readers.

As part of the Circulation Element update, Iteris will develop a new Goals and Policies section that is compliant with the most recent State legislation. The goals and policies will focus on providing County staff with the framework to build out a transportation network that results in a significant reduction in fatal and serious injuries. Nelson\Nygaard will support Iteris on this task, as it has prepared numerous circulation elements for local agencies which include goals, policies, and actions.

Iteris will organize and facilitate a visioning workshop with the County and key stakeholder and agency partners in order to align on goals and set the direction for the plan. This will include topics such as understanding existing transportation infrastructure challenges and opportunities, reviewing the goals and actions from the LRSP and ATP, alignment or notable policy discrepancies between adjacent jurisdictions and the County, and understanding projected future population trends and needs (informed by traffic modeling results).

Based on the visioning discussion, Iteris will update the Circulation Element with multiple new sections, such as “Background” and “Key Issues”, with increased emphasis on non-motorized and equity issues.

Retaining the usage of level of service (LOS) will also be emphasized in the updated document, though the document will make clear that environmental (i.e., CEQA) transportation impacts shall be evaluated using vehicle miles traveled (VMT) as the metric (per SB 743). It will be important that Iteris provides guidance on the use of LOS vs. VMT, noting why each is important and for what reason. Iteris has presented to the public on this topic multiple

times, typically as part of General Plan Update projects (such as City of Thousand Oaks and City of Moorpark). Intersection LOS will still be used for “Intersection Standards”, with the goal of developing a uniform LOS standard throughout the County, as opposed to certain communities having their own standard. This will be in contrast to the current Circulation Element Policy A which allows for each individual community/area plan’s circulation chapter to govern (in terms of roadway classifications, LOS, and capacity levels). Lastly, Iteris will prepare GIS maps for each modal network, for inclusion in the Circulation Element, as described further in Task 4.

Task 3 Deliverables

- Visioning Workshop agenda and meeting notes; and
- Circulation Element Document (draft and final).

Task 4 – Multimodal Transportation Planning

CONTRACTOR through its subcontractor, Nelson\Nygaard, will lead the preparation of Multimodal Transportation Plans which shall be incorporated into the Circulation Element update, with a focus on the unincorporated areas of the County. The task will be broken up into two main parts, Existing Conditions and Multimodal Transportation Network Plan.

Existing Conditions

CONTRACTOR through its subcontractor, Nelson\Nygaard, will initiate the task by reviewing the existing state and local plans and policies as laid out in the County’s Request for Proposals, dated July 10, 2024, (RFP) and summarizing and analyzing existing transportation and mobility facilities across the County, including streets and roadways, public transit, terminals and ports, bicycle facilities, pedestrian facilities, and rail. CONTRACTOR through its subcontractor, Nelson\Nygaard, will evaluate existing conditions related to transit, bicycle and pedestrian uses, and general complete streets and traffic calming principles as follows:

- **Existing Pedestrian, Bicycle, and Safety Conditions.** CONTRACTOR through its subcontractor, Nelson\Nygaard, will prepare a map showing existing and proposed future Class I-IV bikeways, pedestrian and bicycle circulation conditions on regional routes, and key connections to adjacent communities, using the recently completed Santa Barbara County ATP as a starting point. CONTRACTOR through its subcontractor, Nelson\Nygaard, will provide an overview of Countywide policies and programs such as Safe Routes to School Programs and existing complete streets policies.
- **Existing Transit Conditions.** CONTRACTOR through its subcontractor, Nelson\Nygaard, will collect information on existing public and private transit options across the County (i.e., stop locations, frequency of service, etc.) and prepare a table summary of bus, shuttle, and train routes within the County and a Countywide transit network map illustrating existing and proposed routes. CONTRACTOR through its subcontractor, Nelson\Nygaard, will work with County staff to determine existing issues and constraints of existing transit routes.
- **Existing Safety and Traffic Calming Conditions.** Using the Federal Highway Administration’s Safe System Approach, CONTRACTOR through its subcontractor, Nelson\Nygaard, will conduct a systemic safety analysis that focuses on understanding the risk factors associated with historic fatal and severe injury collisions using data collected during Task 1 to understand the nature of the current safety issues across the County with a focus on the most vulnerable road users. CONTRACTOR through its subcontractor, Nelson\Nygaard, will start with the County’s Local Road Safety Plan and update that analysis with the most recent speed and crash data available. This analysis will be used to identify a high injury network across the County, and to identify countywide traffic calming and countermeasure investments and policies that could prevent collisions from happening at these and similar locations in the future.

Multimodal Transportation Network Plan

Once Iteris has completed the existing plan, policy and safety analysis, Iteris will identify up to three peer counties to interview in order to understand what standards, guidelines, policies, and infrastructure countermeasures have been successful in improving multimodal transportation and safety conditions, as well as aligning plans and policies with the incorporated jurisdictions in the County. Iteris will work with the County to identify questions, and Iteris will then summarize the results in a best practice memo.

Based on idea-generation from review of current plans, peer interviews, and exploration of existing conditions, CONTRACTOR through its subcontractor, Nelson\Nygaard, will develop a multimodal transportation network plan that shows a recommended future transportation network for cyclists, pedestrians, transit, and vehicles, and focuses on policy opportunities for the County to innovate and improve upon the transportation system in upcoming years. This will include the following, among other policy areas to be identified:

- **Vision Zero.** As the County explores Vision Zero goals to reduce the number of people killed or seriously injured in traffic collisions, CONTRACTOR through its subcontractor, Nelson\Nygaard, will leverage its national experience framing street safety policies, guiding the appropriate data and policy approach that delivers the most impact for the County.
- **Emerging Mobility.** Not since the mid-20th century have new tools, information and mobility options so profoundly changed the way communities evaluate, plan, and build transportation infrastructure. The circulation element update cannot anticipate every technology change coming up, but rather should ensure it positions the County to critically examine its role as mobility enabler, and leverage as much positive gain as possible from these shifts.
- **Transportation Demand Management (TDM).** Iteris will consider the following questions related to incorporating forward-thinking TDM practices in the plan: What is the next generation of demand management tools and how might Santa Barbara County coordinate with local jurisdictions to leverage them? How can innovative TDM and first/last mile policies and projects help reduce parking demand? Lastly, as the future of parking demand becomes shakier, what is the appetite for acknowledging the reduced need for parking in the future, and the opportunity to plan for that future today?
- **Transportation Equity.** To make equity more than a slogan, it first must be defined. CONTRACTOR through its subcontractor, Nelson\Nygaard, will address transportation equity to include a focus on: running an inclusive process, remembering the County's history, focusing on outcomes, measuring success and failure, addressing displacement, and tracking financial investment to see if the community's values are being carried forward into action.

Leveraging CONTRACTOR's subcontractor's multimodal expertise across the firm, Iteris will explore each policy area and make recommendations for updates. The team will also work with the County to finalize a future multimodal transportation network through a series of maps that lay out the framework for a more safe and equitable transportation system.

Task 4 Deliverables

- Existing Conditions and Best Practices memorandum (draft and final);
- Pedestrian Network Plan maps and text (draft and final);
- Bicycle Network Plan maps and text (draft and final);
- Transit Network Plan maps and text (draft and final); and
- Traffic Calming Plan maps and text (draft and final).

Task 5 – Meetings/Public Hearings/Outreach

Iteris will participate in multiple meetings, public hearings, and outreach over the course of the project. The breakdown of meetings assumed as necessary for completing the project are as follows:

- Project Kick-Off Meeting (virtual). Iteris will organize a kick-off meeting with the County to discuss project goals, detailed scoping items, data needs, and schedule. Iteris will prepare an agenda beforehand and will produce meeting notes to be sent out to the group following the meeting.
- Biweekly Progress Meetings (virtual). Iteris will establish a schedule for biweekly progress meetings with appropriate County staff and CONTRACTOR through its subcontractor, Nelson\Nygaard, staff in attendance (depending on the meeting). The purpose of the meetings will be twofold. One purpose will be to review progress and discuss any issues that will affect deliverable status (i.e., a standard check-in meeting). The other purpose will be to occasionally invite key stakeholders to directly coordinate with. These stakeholders may include, but are not limited to, the City of Santa Barbara or Caltrans.
- Public Hearings (in-person). Iteris and its subcontractor staff will participate in, and present at, up to two (2) public hearings, at the request of the County.
- Public and Stakeholder Outreach (in-person). Iteris will include public outreach in the process, in order to refine the multimodal transportation plans and proposed policies. Iteris will prepare a Public and Stakeholder Outreach Plan for the project, which will identify the method for engaging the public, the appropriate stakeholders to include, and rough dates for meetings/workshops. Iteris will hold up to two (2) public outreach meetings, at the request of the County, which will likely be held in person, with one potentially being at another community event. It is assumed, under this plan, that both Iteris and its subcontractor staff will participate in the meetings.

Task 5 Deliverables

- Public and Stakeholder Outreach Plan (draft and final); and
- Agendas and Meeting Notes.

Deepak Kaushik shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 60 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

Exhibit A-1: Timeline for Santa Barbara County Traffic Modeling and Circulation Element Development

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$445,084**, including contingency funds. The CONTRACTOR must obtain written permission from the COUNTY DESIGNATED REPRESENTATIVE before initiating any work using contingency funds of \$40,462.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**EXHIBIT B-1
Schedule of Fees**

**Iteris and Nelson\Nygaard Billing Rates
FY 2024-2025 & 2025-2026**

STAFF	HOURLY BILLING RATE
ITERIS SENIOR ADVISOR	\$370
ITERIS PROJECT MANAGER	\$250
ITERIS TRAFFIC MODELING LEAD	\$260
ITERIS TRAFFIC MODELING SUPPORT	\$240
ITERIS CIRCULATION ELEMENT LEAD	\$235
ITERIS TRAFFIC OPERATIONS SUPPORT	\$180
ITERIS TRAFFIC MODELING SUPPORT II	\$150
N\N MULTIMODAL PLANS ADVISOR	\$320
N\N CIRCULATION ELEMENT LEAD	\$275
N\N MULTIMODAL PLAN/CIRCULATION ELEMENT SUPPORT	\$255
N\N MULTIMODAL PLAN/CIRCULATION ELEMENT SUPPORT II	\$155

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EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

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